

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B6400520

PRINT DATE: 05/05/16

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

CARTRIDGE PLUS INC
214 PARK RD

RIVA, MD
(800) 768-3604

21140

REFER QUESTIONS TO:

LISA FORTUNE MCDONALD
(410) 767-4084
LISA.MCDONALD@MARYLAND.GOV

ITB:

EXPR DATE: 02/26/17
POST DATE: 05/05/16

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR TELEPHONE NUMBER: (800) 768-3604

VENDOR TO SUPPLY OFFICE SUPPLIES FOR STATE OF MARYLAND AGENCIES, LOCAL GOVERNMENTS AND OTHER ENTITIES AUTHORIZED BY LAW TO PURCHASE UNDER THE CONTRACT ACCORDING TO THE MASTER AGREEMENT WITH THE COOPERATIVE PURCHASING NETWORK FOR OFFICE SUPPLIES
CONTRACT: R141701 - STATE OF MARYLAND THROUGH TCPN AND EPIC BUSINESS ESSENTIALS FORMALLY INDEPENDENT STATIONERS INC. WITH CARTRIDGE PLUS AS THE DISTRIBUTING VENDOR.

CONTRACT PERIOD: FROM MAY 5, 2016 THROUGH FEBRUARY 28, 2018
WE FURTHER RESERVE THE RIGHT TO EXERCISE ANY RENEWAL OPTION SHOULD IT BECOME AVAILABLE.

CONTRACT RESTRICTIONS: VENDOR MAY NOT PROVIDE ANY PRODUCTS THAT ARE ALREADY BEING SUPPLIED UNDER A CURRENT BLANKET CONTRACT WITH THE DEPARTMENT OF GENERAL SERVICES. ONCE THOSE CONTRACTS EXPIRE INCLUDING ANY RENEWAL OPTIONS, CARTRIDGE PLUS MAY THEN SUPPLY THESE PRODUCTS AT THE DISCOUNTED PRICES AS INDICATED UNDER THIS AGREEMENT OF AN AVERAGE OF 48% DISCOUNT ON OPEN MARKET PRICES SHOULD BE REALIZED.

THIS CONTRACT IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000.

CHANGES

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TERMS (cont'd):

A. THE STATE AND CARTRIDGE PLUS, INC. HAVE AGREED TO INCORPORATE THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000. IN THE EVENT OF A CONFLICT BETWEEN THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 AND THE TERMS AND CONDITIONS OF THE TCPN OFFICE SUPPLIES CONTRACT NO. R141701 AND THE TERMS OF THE MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 WILL TAKE PRECEDENCE OVER TERMS CONTAINED IN TCPN CONTRACT, NUMBER R141701.

CONTRACTOR SHALL PROVIDE A QUARTERLY ELECTRONIC CONTRACT USAGE REPORT IN EXCEL FORMAT TO THE DGS PROCUREMENT OFFICER AND THE SUSTAINABILITY OFFICER, JAMES LEY AT JAMES.LEY@MARYLAND.GOV THE REPORT SHALL INCLUDE AT A MINIMUM:

- . IDENTIFICATION OF THE AGENCIES USING THE CONTRACT.
- . TOTAL COST OF ALL INVOICED PURCHASES FOR EACH STATE AGENCY
- . ITEMIZED LIST, AND TOTAL COST BY STATE AGENCY, OF INVOICED PURCHASES THAT ARE MADE FROM RECYCLED CONTENT, INCLUDING THE RECYCLED CONTENT PERCENTAGE BY WEIGHT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE REUSABLE AND/OR MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

WHEREAS, THE CONTRACT IS IN EFFECT THROUGH THE CURRENT CONTRACT TERM AS DEFINED ABOVE; AND NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES DO HEREBY AGREE TO THE CONTRACT AS FOLLOWS:

PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS, ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACTS UNIT PRICES.

2.

THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY

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TERMS (cont'd):

USAGE REPORT SHALL ALSO BE EMAILED TO LISA MCDONALD AT LISA.MCDONALD@MARYLAND.GOV AND A. EBONY SALAKO AT AWAWU.SALAKO@MARYLAND.GOV

3.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

ADDITIONAL TERMS AND CONDITIONS:

RELEASE SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN AS NEEDED BASIS. ALL ORDERS ARE TO BE RELEASED UPON RECEIPT OF A VALID DEPARTMENT PURCHASE ORDER OR BY USE OF THE DEPARTMENT CORPORATE CREDIT CARD.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08 DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS CONTRACT.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0004	61560	EA		

OFFICE SUPPLIES, GENERAL (NOT OTHERWISE CLASSIFIED)

END OF ITEM LIST

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

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TERMS (cont'd):

BILLING:

INFORMATION WILL BE PROVIDED BY THE USING AGENCY REGARDING THE
BILLING PROCESS.

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AUTHORIZED BY:



BUYER AUTHORIZED DESIGNEE

DATE:

5/5/16